

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

ADD-ON

SUBJECT: Contracts and Bids

DEPARTMENT: Fiscal Services **DIVISION:** Purchasing and Contracts Division

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Ray Hooper **EXT.** 7111

Agenda Date 10/28/03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

BACKGROUND:

REQUEST FOR PROPOSALS

- 16A. Waive the Procurement Process and Award M-401-03 – Environmental Legal Services Agreement to de la Parte & Gilbert of Tampa, FL (Not-to-Exceed \$250,000.00).**

M-401-03 will provide for legal services as required for permitting environmental services projects; including (but not limited to) consumptive use permit renewals, water and wastewater treatment facilities, alternative water projects and related facilities.

Reviewed by:
Co Atty: AK
DFS: _____
Other: _____
DCM: _____
CM: TLB

File No. CFSP00

Quotes were solicited from two law firms specializing in environmental issues, particularly water use permitting; Foley & Lardner, PA of Orlando, FL and de la Parte & Gilbert, PA of Tampa, FL. The following rates were quoted:

	<u>Foley & Lardner</u>	<u>de la Parte & Gilbert</u>
Senior Attorney	\$425/hour	\$150/hour
Associate Attorney	\$275/hour	\$120/hour

The Environmental Services Department, the County Attorney's Office and the County Manager's Office evaluated the firms and recommends award of the contract to de la Parte & Gilbert as the firm offering the best value to the County.

Staff recommends award of the contract to de la Parte & Gilbert for a period of five years in the total not-to-exceed amount of \$250,000.00. All work will be ordered using Work Orders issued by the County Manager or his designee.

This is a budgeted project and funds are available in account number 087801-40100-536-56065000 (CIP # PG85889X). Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend that the Board waive the procurement process and authorize the County Manager to execute the agreement as prepared by the County Attorney's Office.

LEGAL SERVICES CONSULTANT AGREEMENT (M-401-03/PWM)
ENVIRONMENTAL PERMITTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **DE LA PARTE & GILBERT**, whose address is 101 East Kennedy Boulevard, Suite 3400, Tampa, Florida 33601-3250, hereinafter referred to as "ATTORNEY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified attorney to represent COUNTY on matters dealing with environmental permitting.

WHEREAS, the COUNTY has requested and received proposals for the retention of the services of an attorney; and

WHEREAS, ATTORNEY is competent, qualified and duly authorized to practice law in the State of Florida and the United States District Court for the Middle District of Florida and desires to provide professional legal services to COUNTY according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and ATTORNEY agree as follows:

SECTION 1. SERVICES. ATTORNEY agrees to provide timely professional services for COUNTY in the field of environmental permitting, including but not limited to, consumptive use permit renewals, water and wastewater treatment facilities and alternative water projects and related facilities, contract litigation, dispute resolution and dispute avoidance and specifically perform those services set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A". ATTORNEY shall serve as co-counsel on an as

needed basis with COUNTY in-house staff attorneys in environmental permitting matters and as an on-call consultant in environmental services matters. All services are to be performed on an as needed basis. This Agreement alone does not authorize the performance of any services or require the COUNTY to authorize services.

SECTION 2. WORK ORDERS.

(a) Requests for performance of professional services by the ATTORNEY under this Agreement shall be made in writing by the COUNTY Manager or his designee on behalf of the COUNTY. Each Work Order shall be numbered and shall describe the services required, state the dates for commencement and completion and state limitations on the Scope of Services or on the amount of compensation, if any. A copy of the Work Order format is attached hereto as Exhibit "B". The COUNTY makes no promise as to the number of service requests nor that the ATTORNEY will perform any services for the COUNTY under this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

(b) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The COUNTY designates the COUNTY'S Environmental Services Director as the COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement should be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall

remain in effect until completion of the work authorized by the Work Order or the conclusion of litigation in which the Attorney represent the COUNTY, whichever comes first. No additional Work Orders may be issued after the expiration of this Agreement nor may any Work Orders that survive expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

SECTION 3. CHANGES IN THE SCOPE OF SERVICES. COUNTY or ATTORNEY may request changes that would increase, decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 4. RESPONSIBILITIES OF ATTORNEY.

(a) The ATTORNEY agrees to timely provide the professional services and facilities required to assist COUNTY in the field of environmental permitting and other services described in the Scope of Services.

(b) The ATTORNEY shall keep abreast of statutes, regulations, codes and applicable case law in all areas of responsibility at his sole expense.

(c) The ATTORNEY agrees to utilize associates and legal assistants/paralegals, under the supervision of ATTORNEY, where appropriate to accomplish cost effective performance of services. The ATTORNEY agrees to plan budgets for the defense of cases in terms of the use of experts and related matters.

(d) It shall be the responsibility of ATTORNEY to specifically request all required information and to provide himself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(e) The ATTORNEY shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement. The ATTORNEY shall, without additional compensation, correct or revise any errors or deficiencies in the work performed under this Agreement which result from the negligence of ATTORNEY.

(f) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the ATTORNEY shall be liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the ATTORNEY'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of his obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Time Basis Method". ATTORNEY shall be compensated at the rates as shown on Exhibit "C," attached for all services authorized and performed. The total compensation paid to the ATTORNEY under this Agreement, including reimbursable expenses, shall not exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

(b) Work Orders may contain a "Limitation of Funds" amount. The ATTORNEY is not authorized to exceed that amount without the prior approval of the COUNTY. The approval, if given, shall be in writing and indicate a new "Limitation of Funds" amount.

(c) In lieu of, or in addition to, establishment of a "Limitation of Funds" amount, the COUNTY may provide for a "Not to Exceed" amount for any Work Order.

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time to or from the offices of ATTORNEY to Seminole County or travel time to court appearances. Payment shall be made to the ATTORNEY when requested as work progresses, but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered including, but not limited to, the following information:

- (1) The name and address of the ATTORNEY;
- (2) Contract Number;
- (3) Work Order Number

(4) A complete and accurate time record of services performed by the ATTORNEY, in increments of 1/10 of an hour, for all services performed by the ATTORNEY during that month and for which the COUNTY is billed, and the name of the individual performing each service;

(5) A description of the services rendered in (4) above, corresponding to the 1/10 time increments, with sufficient detail to identify the exact nature of the work performed. As an example of the specificity here required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be specified in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

Environmental Services
500 W. Lake Mary Boulevard
Sanford, Florida 32773

(e) Reimbursable expenses shall be paid in addition to the payment due under subsection (d) above and shall include actual expenditures made by ATTORNEY, his employees or his professional consultants in the interest of the work effort for the expenses listed in the following subsections:

(1) Expenses of transportation, when traveling in connection with case assignments based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and facsimile transmissions.

(2) Expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by ATTORNEY in the interest of the work effort.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Upon satisfactory completion of all work required under service authorizations issued hereunder or any supplement thereto, and, upon acceptance of the work by the COUNTY, the ATTORNEY may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by the COUNTY. The COUNTY shall pay the ATTORNEY within thirty (30) days of receipt of such valid invoice. Each service authorization shall be treated separately for final payment purposes.

(b) The COUNTY may perform or have performed an audit of the records of the ATTORNEY after final payment to support final payment under any service authorization issued hereunder. This audit would be

performed at a time mutually agreeable to the ATTORNEY and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the ATTORNEY may be determined subsequent to an audit as provided for in this subsection and the immediately following subsection, and the total compensation so determined shall be used to calculate final payment to the ATTORNEY. The accomplishment of this audit shall not delay final payment as provided in subsection 6(a).

(c) The ATTORNEY agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at his office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection 6(b). Separate accounting records shall be maintained by the ATTORNEY for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection 6(c) reveals any overpayment by the COUNTY to the ATTORNEY under the terms of this Agreement, the ATTORNEY shall refund such overpayment to the COUNTY within thirty (30) days of notice of same by the COUNTY to the ATTORNEY.

SECTION 7. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from the ATTORNEY'S services or have been created during the course of ATTORNEY'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the ATTORNEY, however, ATTORNEY retains the right to retain copies of his work product and to use same for appropriate purposes.

SECTION 8. TERM. This Agreement shall become effective upon execution by the COUNTY and shall run for a period of five (5) years.

SECTION 9. NO CONTINGENT FEES. The ATTORNEY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the ATTORNEY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ATTORNEY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. ATTORNEY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. CONFLICT OF INTEREST.

(a) The ATTORNEY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See the County Personnel Policies, (Code of Conduct).

(b) The ATTORNEY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the ATTORNEY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the ATTORNEY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

SECTION 12. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 13. SUBCONTRACTORS. In the event ATTORNEY, during the course of the work under this Agreement, requires the service of any subcontractors or other professional associates in connection with service covered by this Agreement, ATTORNEY must secure the prior written approval of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the ATTORNEY (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The ATTORNEY is

to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 15. INDEMNIFICATION OF COUNTY.

(a) The ATTORNEY shall indemnify and save harmless the COUNTY, its officers, agents, and employees from and against any claim, demand or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of the ATTORNEY, its officers, agents, subcontractors or employees or any like person or entity in the performance of services under this Agreement.

(b) The ATTORNEY shall require all subcontractors to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors fully indemnifies the COUNTY in accordance with this Agreement.

SECTION 16. INSURANCE.

(a) The ATTORNEY shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance and Professional Liability Insurance as will provide to the COUNTY the protection contained in the foregoing Indemnification Section undertaken by the ATTORNEY.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the ATTORNEY in performing his services under this Agreement. Any liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, the ATTORNEY shall furnish to the COUNTY a certificate or written statement of the

above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. The COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit nor have the effect of limiting the ATTORNEY'S liability under the provisions of the indemnification clause.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement with administrative dispute resolution procedures set forth in § 220.102, "Contract Claims", Seminole County Code.

(b) ATTORNEY agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which the ATTORNEY had knowledge and failed to present during the COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve

disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by the ATTORNEY not specifically provided for herein shall be honored by the COUNTY.

SECTION 19. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 20. AGREEMENT AND SERVICE AUTHORIZATION IN CONFLICT. Except as otherwise set forth, whenever the terms of this Agreement conflict with any service authorization this Agreement shall prevail.

SECTION 21. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties

designate the following as the respective places for giving of notice,
to wit:

For COUNTY:

Environmental Services
500 W. Lake Mary Boulevard
Sanford, Florida 32773

FOR ATTORNEY:

de la Parte & Gilbert
101 E. Kennedy Boulevard, Suite 3400
Tampa, Florida 33601-2350

SECTION 23. TERMINATION.

(a) The COUNTY may, by written notice to the ATTORNEY terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the ATTORNEY to fulfill his Agreement obligations. Upon receipt of such notice, the ATTORNEY shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ATTORNEY in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the ATTORNEY shall be paid its compensation for services performed to the date of termination based on the percentage of work completed. The COUNTY shall not be obligated to pay for any services performed by ATTORNEY after notice of termination has been given.

(c) If the termination is due to the failure of the ATTORNEY to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the ATTORNEY shall be liable to the COUNTY for reasonable

additional costs occasioned to the COUNTY thereby. The ATTORNEY shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the ATTORNEY.

(d) If, after notice of termination for failure to fulfill the Agreement obligations, it is determined that the ATTORNEY had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this section.

(e) The rights and remedies of the COUNTY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

DE LA PARTE & GILBERT

Witness

By:_____

Witness

Date:_____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By:_____
J. KEVIN GRACE, County Manager

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

Pursuant to authorization by the
Board of County Commissioners at
their October 28, 2003 regular
meeting.

County Attorney

AC/lpk
10/27/03
m-401

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

ATTACHMENT "A"

M-401-03

ENVIRONMENTAL LEGAL SERVICES

SCOPE OF SERVICES

Provide legal services to the County as required for permitting environmental services projects, including, but not limited to, consumptive use permit renewals, water and wastewater treatment facilities, alternative water projects and related facilities. All work will be order using work orders issued by the County Manager or his designee.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____

Contract Title: _____

Project Title: _____

Consultant: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

Completion Date: The Project will be completed within _____ days from the Work Order execution date.

Term: This Work Order shall terminate upon completion of the project or _____ months from the execution date, whichever comes first.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:_____
(Company Name)_____
(CORPORATE SEAL) _____, Secretary

By: _____, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA_____
MARYANNE MORSE
Clerk to the Board of County Commissioners of
Seminole County, FloridaBy: _____
DARYL G. MCLAIN, Chairman

Date: _____

For use and reliance of Seminole County only.
Approved as to Form and legal sufficiency.As authorized for execution by the Board of
County Commissioners at their _____,
20____ regular meeting._____
County Attorney

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- c) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- d) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- e) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- f) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- g) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

ATTACHMENT "C"

M-401-03

ENVIRONMENTAL LEGAL SERVICES

RATE SCHEDULE

<u>POSITION</u>	<u>HOURLY BILLING RATE</u>
Senior Attorney	\$150.00/hour
Associate Attorney	\$120.00/hour
Law Clerks	\$100.00/hour
Paralegals	\$ 90.00/ hour